

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

CASE NO: 1:20-CV-00237-KK-SCY

LAUREN ADELE OLIVER

Plaintiff,

-vs-

MEOW WOLF, INC., A DELAWARE
CORPORATION; VINCE KADLUBEK,
AN INDIVIDUAL AND OFFICER
AND DOES 1-50

Defendants.

DEPOSITION OF VINCE KADLUBEK AND CARL CHRISTIANSEN

November 22, 2021

9:00 a.m.

Via Zoom Video Conference

PURSUANT TO THE NEW MEXICO RULES OF CIVIL
PROCEDURE, this Deposition was:

TAKEN BY: JESSE BOYD
ATTORNEY FOR PLAINTIFF

REPORTED BY: CHRISTINE J. ROYBAL, CCR, RPR,
CCR No. 50
Paul Baca Court Reporters
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1 MR. ALLISON: Form, foundation.

2 A. I'm not sure how Quinn would feel about it.

3 Q. (BY MR. BOYD) And so -- but at any rate this is
4 stated as will, this member will provide cash, this member
5 will contribute to sound equipment. Was it made clear to
6 the people who were voting to establish this LLC at the
7 meeting of Meow Wolf, was it explained to them that this
8 contribution actually wasn't going to be made in the future,
9 it had already been made?

10 MR. ALLISON: Object to the form.

11 A. Yeah. I think that was explained, you know, like
12 we had a lot of these assets on hand and so like the sound
13 equipment or the building materials or the equipment, we had
14 a lot of stuff on hand already, and so it was like now those
15 were basically being given to the entity that was Meow Wolf,
16 LLC.

17 Q. Okay. Then Meow Wolf, LLC at this point once it
18 was created, it opened a bank account, right?

19 A. Yes.

20 Q. Did the money that had been generated from Due
21 Return, was it deposited in the bank account?

22 A. Yes.

23 Q. So did any of that money go back to CCA?

24 A. We owed CCA a very small percentage of the revenue
25 that we made from the Due Return. And I don't know if we

1 MR. ALLISON: Okay.

2 Q. If you had received the unanimous approval of all
3 members you didn't have to dissolve this company, you could
4 have simply amended it to put it in a form that would be
5 acceptable, am I right about that?

6 MR. ALLISON: Form and foundation, go ahead.

7 A. That could have been a path that we could have
8 taken, but I believe our conversation at the time was that
9 that was going to be a messier process and that the direct
10 path was towards forming a new company and leaving the
11 failed experiment of Meow Wolf LLC behind us.

12 Q. So at any rate, so the intent was to dissolve Meow
13 Wolf LLC and then start a new company VCMSE Art City, LLC,
14 right?

15 A. The intent was to get approval for the dissolution
16 of Meow Wolf LLC, so that we could -- so that we could
17 begin, you know forming VCMSE, knowing that the past
18 formation, the past agreement had been approved to be
19 dissolved.

20 Q. Had been approved to be dissolved?

21 A. Yeah.

22 Q. But Meow Wolf LLC at the time was Meow Wolf,
23 right? I mean it was the entity.

24 MR. ALLISON: Form.

25 Q. Right? That's why you had to dissolve it, right?

1 A. It was the entity and the entities, but the name
2 just to be clear, the name Meow Wolf was not owned by the
3 entities, the name was owned by David Lockridge.

4 Q. I understand that, actually that does lead to a
5 question. Was there ever a license back to the entity by
6 David Lockridge --

7 MR. ALLISON: Objection to form.

8 Q. (BY MR. BOYD) -- trademark of Meow Wolf?

9 A. To what entity?

10 MR. ALLISON: Objection, form.

11 Q. (BY MR. BOYD) To Meow Wolf, LLC?

12 MR. ALLISON: Same objection, go ahead.

13 A. There was, I don't believe there was a license
14 back to the LLC.

15 Q. (BY MR. BOYD) Okay. And so, but the
16 trademark -- putting the trademark in David Lockridge's name
17 was a decision of the Meow Wolf Group, right, as part of the
18 process of setting up the LLC, there was also a decision
19 made to get a trademark and put that name -- put that in the
20 name of David Lockridge, am I right about that?

21 MR. ALLISON: Form.

22 A. Yes.

23 Q. Okay. That was not simply David going out and
24 getting it himself, that was the decision that was made by
25 the group, right?

1 MR. ALLISON: Same objection.

2 A. It was communicated at meetings often, like it was
3 a pretty common known thing.

4 Q. (BY MR. BOYD) You said the word VCMSE Art City
5 at meetings?

6 A. Yeah, we would and we had like a term Very Cool
7 Mega Strength Eagles and people even knew that term Very
8 Cool Mega Strength Eagles.

9 Q. When was that?

10 A. From 2014 until 2017 it was.

11 Q. Okay, who -- again I'm just talking about the
12 documents.

13 A. Documents.

14 Q. Were any writing aside from the contract that
15 we've been discussing, the paper contract, that contains
16 VCMSE Art City LLC as an entity that would be contracting
17 with Lauren Oliver prior to opening?

18 A. I think the only -- I think the only contract that
19 Lauren would have seen that would have shown that VCMSE was
20 contracting with her would have been the contract that we
21 presented to her.

22 Q. What about any other document that contained the
23 words VCMSE Art City, LLC in the contract?

24 MR. ALLISON: Object to the form. Foundation.

25 A. I don't see why we would show her any other

1 contracts other than the contract that we showed her.

2 Q. I'm not talking about just contracts. I'm talking
3 about documents, a writing where it was made clear that the
4 entity that was doing business as Meow Wolf was actually
5 VCMSE Art City LLC owned by six people and whoever they
6 decided to transfer equity to?

7 MR. ALLISON: Form.

8 A. We provided a contract that stated this. That
9 seems sufficient and I'm not sure why we would show any
10 additional like business documentation other than that, so
11 no, I don't think that there was any other documents, but
12 the contract was pretty clear.

13 Q. Well, the contract mentions VCMSE Art City LLC,
14 putting aside the differences of understanding and memories
15 about whether or not Ms. Oliver actually got a copy of that
16 contract, but putting that aside, that contract doesn't
17 explain the ownership structure of VCMSE Art City, does it?

18 A. It does not, but I don't think it is obligated to.
19 This is also assuming that -- I mean this is assuming that
20 Lauren had any understanding of Meow Wolf LLC or its
21 operating manual or its operating agreement. Nobody even
22 knew who Lauren Oliver was. She was a total stranger to the
23 vast majority of people who were part of the project and she
24 hadn't been part of Due Return, wasn't in any of those
25 meetings to form Meow Wolf LLC, had not participated in Meow

1 Q. The members of VCMSE Art City LLC owned the
2 company entirely, they did not share ownership with any
3 other entity, the members of the LLC were the owners of the
4 LLC to the extent that they sold their share of the LLC they
5 would recover whatever amount they sold those shares for, or
6 those, those -- that equity for, right?

7 A. Yes, I would agree with you that the owners of the
8 company carry the equity value of the company.

9 Q. Okay.

10 A. The owners of the company carried the equity value
11 of the company, yes.

12 Q. Fine. It was a for profit company, right?

13 A. Yes.

14 Q. In building House of Eternal Return, the company
15 utilized volunteers, if I understand that correctly, is that
16 correct?

17 A. We utilized volunteers, that's correct.

18 Q. Did you keep any records of the amount of time
19 volunteers put into working on the House of Eternal Return?

20 A. We kept some records of that, and who those
21 volunteers were and had waivers for them and agreements
22 around it.

23 Q. But still, regardless of the paperwork that may
24 have been signed before they began, they were suffered or
25 permitted to work at House of Eternal Return, right?